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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

J.D., by and through her next friend TIFFINY BARRACO; A.D., by and through her next friend ANNA KUSSMAUL; A.R., by and through her next friend DANNY RODRIGUEZ; and all others similarly situated,

Plaintiffs,

vs.

MT. DIABLO UNIFIED SCHOOL DISTRICT,

Defendant.

Case No. 3:24-cv-00908-JD

**NOTICE OF UNOPPOSED MOTION AND
MOTION FOR FINAL SETTLEMENT
APPROVAL**

Hearing Date: July 17, 2025
Time: 10:00 a.m.
Place: Courtroom 11, 19th Floor
Judge: Hon. James Donato

NOTICE OF UNOPPOSED MOTION AND MOTION

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on July 17, 2025 at 10:00 a.m., in Courtroom 11 of the Honorable James Donato of the United States District Court for the Northern District of California, San Francisco Division, located at 450 Golden Gate Avenue, San Francisco, CA 94102, Class Plaintiffs J.D., by and through her next friend TIFFINY BARRACO; Ava Davis (“A.D.”), by and through her next friend ANNA KUSSMAUL; A.R., by and through her next friend DANNY RODRIGUEZ; and all others similarly situated (“Plaintiffs”) will and hereby do move the Court pursuant to Federal Rule of Civil Procedure 23 for an order granting final approval of the proposed class action settlement agreement between the Parties.

The proposed Settlement Agreement provides substantial benefits to the entire Class. This Notice of Unopposed Motion and Motion for Final Settlement Approval is based on the following memorandum of points and authorities, the attached declaration and exhibits, the pleadings and papers on file in this action, and such other matters as the Court may consider.

Dated: June 12, 2025

By /s/ Diana Hughes Leiden
Diana Hughes Leiden
Attorney for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs seek final approval of the proposed settlement agreement, including Exhibit A (Settlement Agreement) and Exhibit B (Amendment 1), as fair, reasonable, and adequate. Plaintiffs also request that the Court retain exclusive and continuing jurisdiction over the Settlement for the purpose of enforcement during the Term of the Agreement, as agreed between the parties and indicated on page 19 of Exhibit A. The proposed Settlement Agreement (hereinafter, “Settlement”) was reached in arm’s-length settlement negotiations during a mediation led by a Title IX expert and investigator, followed by continued negotiations with and without the mediator’s assistance. Declaration of Diana H. Leiden in Support of Motion (“Leiden Decl.”), Exhibit A.¹ As detailed in the Motion for Preliminary Approval (Dkt. 30), the Settlement secures both equal athletic participation opportunities and equal treatment and benefits to the certified class of female student athletes at College Park High School (“CPHS”) and avoids further risk, uncertainty, and expense of continued litigation. Plaintiffs’ Motion for Preliminary Approval was granted on March 13, 2025, class notice was provided on April 7, 2025, and there have been no objections to the Settlement. Accordingly, Plaintiffs respectfully request that this Court enter an order to granting final approval of this class action settlement agreement. Defendant Mt. Diablo Unified School District (“Defendant”) does not oppose this Motion. Leiden Decl. ¶ 18.

II. PROCEDURAL HISTORY

On February 15, 2024, J.D., A.D., and A.R. initiated a class action against Defendant in the United States District Court for the Northern District of California (“Court”), designated Case No. 3:24-cv-00908 (“the Action”), alleging various violations of Title IX of the Education Amendments of 1972 (“Title IX”) against Defendant, including, but not limited to, unequal treatment and benefits provided to female athletes and unequal participation opportunities afforded to female athletes. Plaintiffs brought two claims for relief. The first claim for relief is based on Plaintiffs’ allegation that Defendant’s unequal provision of treatment and benefits for girls in the CPHS athletics program violated Title IX. The second claim for

¹ Unless otherwise noted, all exhibits referenced in this motion are attached to the Declaration of Diana H. Leiden in Support of Unopposed Motion for Final Settlement Approval.

1 relief is based on Plaintiffs' allegation that Defendant provided girls with unequal participation
2 opportunities in the CPHS athletics program in violation of Title IX.

3 On May 20, 2024, Plaintiffs filed a Motion for Class Certification (Dkt. 23), which Defendant did
4 not oppose. Dkt. 25. On May 23, 2024, the Court certified (Dkt. 26, Minute Order) the following class
5 in the Action: "All present and future College Park High School ('CPHS') female students and potential
6 students who participate, seek to participate, and/or are or were deterred from participating in athletics at
7 CPHS (the 'Class')." Dkt. 23.

8 After arms-length negotiations between counsel and at times with a mediator, the Parties entered
9 into a Settlement Agreement, finalized in January 2025, detailing a Compliance and Monitoring Period
10 to ensure that CPHS achieves and maintains compliance with Title IX. *See* Ex. A. Though the Parties
11 agreed that the Plaintiffs were the prevailing party, and that Defendants would pay Plaintiffs' statutory
12 costs and attorneys' fees, they did not decide on the amount of fees owed at that time. Ex. A, p. 2.

13 Plaintiffs filed their unopposed motion for preliminary approval of the settlement on February 6,
14 2025. The Court held a preliminary approval hearing on March 13, 2025, and granted preliminary
15 approval that same day. Dkt. 34, Minute Order.²

16 At the preliminary approval hearing, the Parties requested that the Court refer them to a settlement
17 conference with a magistrate judge in order to attempt to settle the issue of fees. The Parties attended a
18 settlement conference with Magistrate Judge Sallie Kim on April 30, 2025, where they reached an
19 agreement to resolve the issue of attorneys' fees. Leiden Decl. ¶ 13. That agreement is memorialized in
20 Amendment 1 to the Settlement, which amended only the section of the Settlement relating to attorneys'
21 fees. The Amendment was approved by both parties as of June 11, 2025, pending signatures. *See* Ex. B.

22 **III. THE AGREEMENT SATISFIES RULE 23 AS THE COURT PRELIMINARILY**
23 **APPROVED THE SETTLEMENT AND THE ONLY AMENDMENT SINCE WAS THE**
SETTLEMENT OF ATTORNEYS' FEES.

24 Rule 23(e) provides that a certified class's claims may be settled "only with the court's approval."
25 The court may approve a settlement proposal binding class members "only on the finding that it is fair,
26 reasonable, and adequate." Fed. R. Civ. P. 23(e)(2).

27
28 ² After the Court granted preliminary approval at the hearing, Plaintiffs lodged their Proposed Order with
the Court on March 15, 2025, in accordance with the Minute Order. Leiden Decl. ¶ 11.

This Court granted preliminary approval of the Settlement after hearing, without expressing any concerns regarding its terms. *See* Dkt. 34. Since then, only one term has changed regarding fees, as reflected in Amendment 1. Specifically, in the original agreement, the term regarding attorneys’ fees stated that Plaintiffs were the “prevailing party” and that Defendant would pay their costs and reasonable attorneys’ fees to be later decided by the Court. Ex. A, p. 2. The Parties were able to resolve the issue of attorneys’ fees at the settlement conference with Magistrate Judge Kim, eliminating the need for the Court to decide the issue in a fee motion. Thus, the Parties executed Amendment 1 to the Settlement, replacing the original term regarding attorneys’ fees and costs. *See* Ex. B. Since the class settlement provides for injunctive and declaratory relief only, not monetary relief, the amount of fees to be paid pursuant to Amendment 1 does not in any way alter the benefits to the class as set forth in the original agreement.

Therefore, the Settlement has not materially changed since the Court granted preliminary approval. For the reasons discussed in Plaintiffs’ Unopposed Motion for Preliminary Approval, the Settlement is fair, reasonable, and adequate, and thus warrants final approval under Rule 23(e). *See* Dkt. 30 at 12–15 (discussing how the Settlement meets the approval standards under Rule 23(e)).

IV. CLASS NOTICE WAS DISTRIBUTED AND THE PARTIES HAVE NOT RECEIVED ANY COMMENTS OR OBJECTIONS.

The Court approved the Parties’ proposed Class Notice at preliminary approval. As required by the Settlement, the District distributed Class Notice to the class members on April 7, 2025 and posted it on the College Park High School and Mt. Diablo Unified School District websites. Leiden Decl. ¶ 12. California Women’s Law Center also posted the Class Notice, along with relevant case documents and the full Settlement Agreement, on its website. Leiden Decl. ¶ 13.

The Notice instructs class members to postmark any comments or requests to speak at the final approval hearing by June 17, 2025. To date, Plaintiffs are not aware of any comments and/or requests to speak. Leiden Decl. ¶ 17. Plaintiffs respectfully request that the Court provide an opportunity to submit a supplemental brief if any objections are received following the filing of this Motion.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant their unopposed motion for Final Settlement Approval.

Dated: June 12, 2025

By /s/ Diana Hughes Leiden
Diana Hughes Leiden
Attorney for Plaintiffs

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